



Madison County Government
Administrative Services

Malik Fazil • Purchasing Director
Madison County Administration Building
157 N. Main St. Suite # 57 • Edwardsville, IL 62025-1963
Phone (618) 296-4219 • Fax (618) 692-7476

Kurt Prenzler, CPA
County Board Chairman

March 26, 2024

NOTICE TO BIDDERS

Notice is hereby given that proposals will be received by the Madison County Information Technology Department for **Sound Masking and Acoustic Treatment** at the Madison County Administration Building located at 157 North Main Street, Edwardsville, Illinois.

Specifications, instructions to bidders, bid form, and all data necessary to submit a sealed bid may be obtained from the Purchasing Department, Madison County Administration Building, 157 N Main St., Suite 59, Edwardsville, IL, visiting:

<https://apps.co.madison.il.us/adminservices/vendors/> or by emailing supportservices@madisoncountyil.gov.

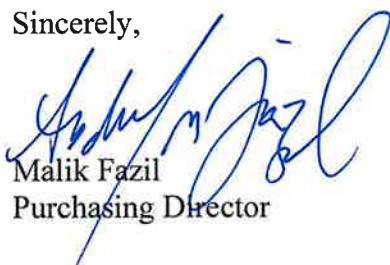
SEALED proposals will be accepted at the Madison County Administration Services Department, 157 N Main St., Suite 59, Edwardsville, IL no later than **10:00 a.m., Monday, April 8, 2024**. Sealed bids will then be publicly opened and read aloud at **10:15 a.m.** in the County Board Committee Meeting Room which is located on the first level of the Administration Building in Suite 145.

If any additional information is needed, please contact supportservices@madisoncountyil.gov

Submittals shall be marked on the **sealed** envelope: **“Sound Masing and Acoustic Treatment”**

The right is reserved to reject any or all bids.

Sincerely,


Malik Fazil
Purchasing Director

Madison County Government Illinois



REQUEST FOR PROPOSALS For Sound Masking and Acoustic Treatment

Bid Specifications

March 26, 2024

Madison County Government, Illinois

PROPOSAL DEADLINE: April 8, 2024

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1 Overview

1.1 General Conditions

The following data is intended to form the basis for submission of proposals to provide Sound Masking and Acoustic Room Treatments for certain rooms in Madison County buildings. This material contains general conditions for the procurement process, the scope of service requested, contract requirements, instructions for submissions of proposals, and submission forms that must be included in the proposal. The Request for Proposal (RFP) should be read in its entirety before preparing the proposal. All materials submitted pursuant to this RFP shall become the property of the Madison County Government (the County).

To the extent permitted by law, all documents pertaining to this RFP shall be kept confidential, to the extent necessary for review, until the proposal evaluation is complete.

This RFP does not obligate the Madison County Government to award a contract or complete the project and the Madison County Government reserves the right to cancel the solicitation if it is considered to be in its best interest.

2 Introduction

2.1 About Madison County

Founded in 1812, Madison County is part of the Metro-East region of the St. Louis Metropolitan Area and has a population of approximately 264,000.

2.2 Project Timeline

The County has developed an estimated timeline for this Initiative. The County will move as quickly and efficiently as possible to determine the feasibility of each Vendor's Proposal. The County reserves the right to modify or update this schedule at any point in time.

Project Timeline Dates	
RFP Published Release Date	March 26, 2024
Proposal Submission Deadline	April 8, 2024 @ 10:00 A.M.

2.3 Madison County Government Contact Information

This RFP is issued by the Madison County Government, 157 N Main St, Suite 59, Edwardsville, IL 62025

The point of contact for all questions or requests for additional information is:

Malik Fazil
Purchasing Director
Madison County Government
157 N Main St, Suite 59
Edwardsville, IL 62025
Email: supportservices@madisoncountyiil.gov

2.4 RFP Inquiries

Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the RFP shall be made in accordance with Section 2.3 above. Any questions asked by any vendor will be made available to all vendors.

3 Goals and Background

3.1 Project Objectives and Goals

The Madison County Government is seeking a vendor to implement sound masking and acoustic room treatments for several rooms in Madison County Buildings.

4 Scope of Service

4.1 Scope

The vendor shall implement sound masking and acoustic treatments in Madison County offices named in Requirements 4.4

4.2 Scheduling

The contractor shall develop a proposed schedule to include the projected start and end dates of each activity and deliverable. The vendor will further work with the Madison County Government to accommodate the Madison County Government business hours, scheduling priorities and Facilities personnel availability when scheduling work. The final schedule will include changes from accommodations with Madison County Government that will obtain approval from the Facilities Director no later than thirty (30) days after contract signature. Vendor shall provide recommended changes and obtain approval of changes from the Facilities Director in writing.

4.3 Planning

Prior to implementation of the project, the vendor shall develop and submit to the Madison County Government for approval, a proposed schedule. The schedule should be approved by the Facilities Director before work begins.

4.4 Requirements

The Vendor shall explicitly state whether they can meet the requirements. If the Vendor doesn't meet a requirement, please state either the status of the requirement and/or future developments to meet the requirement.

4.5 General Requirements:

Madison County Government is seeking to have acoustic treatments installed in the following office spaces.

County Admin Building (1st Floor)

Cambridge Sound Bldg. Masking System:

- Qty. (1) Cambridge Qt X 300 control module & sound masking generator or functional equivalent
- Qty. (24) Cambridge Qt® EMITTER SOUND MASKING LOUDSPEAKER with Cabling or functional equivalent

Room 145: Ceiling 8', rm 18' 11" X 18' 3"

- Qty. (90) Prime-Acoustic ThunderTile 2x2 highly absorptive acoustic panel with the sound blocking attributes of gypsum, Fire Rated, LEED certified or functional equivalent

Room 153: Ceiling 8' 6", rm 11' 10" X 19' 7"

- Qty. (60) Prime-Acoustic ThunderTile 2x2 highly absorptive acoustic panel with the sound blocking attributes of gypsum, Fire Rated, LEED certified or functional equivalent
- Qty. (36) Primeacoustic Broadway Wall Tiles 24" x 24" F122-2424-03 Beveled 2" Thick, Beige Fabric or functional equivalent

Room 156: Ceiling 8', rm 10' 8" X 19'

- Qty. (53) Prime-Acoustic ThunderTile 2x2 highly absorptive acoustic panel with the sound blocking attributes of gypsum, Fire Rated, LEED certified or functional equivalent
- Qty. (36) Primeacoustic Broadway Wall Tiles 24" x 24" F122-2424-03 Beveled 2" Thick, Beige Fabric or functional equivalent

Room 162: Ceiling 9', rm 13' X 10' 6"

- Qty. (36) Prime-Acoustic ThunderTile 2x2 highly absorptive acoustic panel with the sound blocking attributes of gypsum, Fire Rated, LEED certified or functional equivalent
- Qty. (24) Primeacoustic Broadway Wall Tiles 24" x 24" F122-2424-03 Beveled 2" Thick, Beige Fabric or functional equivalent

Room 166: Ceiling 8' 10", rm 13' 10" x 17' 8"

- Qty. (63) Prime-Acoustic ThunderTile 2x2 highly absorptive acoustic panel with the sound blocking attributes of gypsum, Fire Rated, LEED certified
- Qty. (36) Primeacoustic Broadway Wall Tiles 24" x 24" F122-2424-03 Beveled 2" Thick, Beige Fabric or functional equivalent

Room 167: Ceiling 8' 10", rm 13' 10" x 17' 8"

- Qty. (63) Prime-Acoustic ThunderTile 2x2 highly absorptive acoustic panel with the sound blocking attributes of gypsum, Fire Rated, LEED certified or functional equivalent
- Qty. (36) Primeacoustic Broadway Wall Tiles 24" x 24" F122-2424-03 Beveled 2" Thick, Beige Fabric or functional equivalent

Room 168: Ceiling 9', rm 12' 4" X 19'

- Qty. (48) Prime-Acoustic ThunderTile 2x2 highly absorptive acoustic panel with the sound blocking attributes of gypsum, Fire Rated, LEED certified or functional equivalent

HUMAM RESOURCES: Ceiling 9', 11' 5" X 16'

- Qty. (48) Prime-Acoustic ThunderTile 2x2 highly absorptive acoustic panel with the sound blocking attributes of gypsum, Fire Rated, LEED certified or functional equivalent
- Qty. (36) Primeacoustic Broadway Wall Tiles 24" x 24" F122-2424-03 Beveled 2" Thick, Beige Fabric or functional equivalent

County Admin Building 4th Floor

Cambridge Sound Office Masking System:

- Qty. (1) Cambridge Qt X 300 control module & sound masking generator or functional equivalent
- Qty. (8) Cambridge Qt® EMITTER SOUND MASKING LOUDSPEAKER with Cabling or functional equivalent

Room 403 B: Ceiling 8', Rm 8' X 16'

- Qty. (32) Prime-Acoustic ThunderTile 2x2 highly absorptive acoustic panel with the sound blocking attributes of gypsum, Fire Rated, LEED certified or functional equivalent
- Qty. (12) Primeacoustic Broadway Wall Tiles 24" x 24" F122-2424-03 Beveled 2" Thick, Beige Fabric or functional equivalent

Room 404: Ceiling 8', rm 11' x 12'

- Qty. (60) Prime-Acoustic ThunderTile 2x2 highly absorptive acoustic panel with the sound blocking attributes of gypsum, Fire Rated, LEED certified or functional equivalent
- Qty. (24) Primeacoustic Broadway Wall Tiles 24" x 24" F122-2424-03 Beveled 2" Thick, Beige Fabric or functional equivalent

Room 405: Ceiling 8' rm 12' x 19'

- Qty. (60) Prime-Acoustic ThunderTile 2x2 highly absorptive acoustic panel with the sound blocking attributes of gypsum, Fire Rated, LEED certified or functional equivalent
- Qty. (24) Primeacoustic Broadway Wall Tiles 24" x 24" F122-2424-03 Beveled 2" Thick, Beige Fabric or functional equivalent

Room 407: Ceiling 8', Rm 8' X 16'

- Qty. (32) Prime-Acoustic ThunderTile 2x2 highly absorptive acoustic panel with the sound blocking attributes of gypsum, Fire Rated, LEED certified or functional equivalent
- Qty. (12) Primeacoustic Broadway Wall Tiles 24" x 24" F122-2424-03 Beveled 2" Thick, Beige Fabric or functional equivalent

Criminal Justice Center

Cambridge Sound Bldg. Masking System:

- Qty. (1) Cambridge Qt X 300 control module & sound masking generator or functional equivalent
- Qty. (8) Cambridge Qt® EMITTER SOUND MASKING LOUDSPEAKER with Cabling or functional equivalent

Room 011: Ceiling 7' 4", rm 11' x 12'

- Qty. (14) Prime-Acoustic ThunderTile 2x4 highly absorptive acoustic panel with the sound blocking attributes of gypsum, Fire Rated, LEED certified or functional equivalent
- Qty. (24) Primeacoustic Broadway Wall Tiles 24" x 24" F122-2424-03 Beveled 2" Thick, Beige Fabric or functional equivalent

Room 015: Ceiling 7' 9", rm 7' 9" x 15'

- Qty. (30) Prime-Acoustic ThunderTile 2x4 highly absorptive acoustic panel with the sound blocking attributes of gypsum, Fire Rated, LEED certified or functional equivalent
- Qty. (36) Primeacoustic Broadway Wall Tiles 24" x 24" F122-2424-03 Beveled 2" Thick, Beige Fabric or functional equivalent

Room (New War Room): 8' 1", 15' 4" x 16' 3"

- Qty. (64) Prime-Acoustic ThunderTile 2x2 highly absorptive acoustic panel with the sound blocking attributes of gypsum, Fire Rated, LEED certified or functional equivalent
- Qty. (48) Primeacoustic Broadway Wall Tiles 24" x 24" F122-2424-03 Beveled 2" Thick, Beige Fabric or functional equivalent

Design, Installation, Commissioning, and Training:

- Wall Panel Layout Drawings shall be provided
- System Design and As-Built Wiring Drawings are required
- On-Site installation is required for the above equipment
- Vendor must clean up at the end of each day, including removing all debris, cardboard boxes, and plastic.
- Vendor must vacuum the carpet and flooring in all construction areas at the end of each construction day.
- Vendor must commission the system upon completion of the installation.
- Vendor must train Madison County personnel at the end of the project, on the proper usage of the sound masking control system.
- Vendor must include a one-year on-site service warranty for the training, and equipment. Service must be performed within 24-48 of first contact by Madison County with the vendor.

5 Evaluation of Proposals

5.1 Evaluation of Submitted Proposals

The Madison County Government will conduct a comprehensive, fair and impartial evaluation of proposals received in response to this RFP. All proposals that are properly submitted will be evaluated using the evaluation criteria listed below. All proposals that are properly submitted will be evaluated by the Evaluation Committee which will make recommendations for the award. The County will form an Evaluation Committee to review all submittals received by the deadline. Any submittal failing to meet any of the qualifications requested in this RFP will be rejected. The purpose of the Evaluation Committee is to recommend which vendor is best able to provide a fully functioning system to the County's requirements, and within the County's budget.

5.2 Evaluation Criteria

An evaluation team composed of representatives of the County will evaluate proposals on a variety of quantitative and qualitative criteria. Upon receipt of proposals, the County will review to determine whether the proposal is acceptable or non-acceptable based on the criteria outlined below. The criteria, and their associated weights, upon which the evaluation of the proposals will be based on the following:

Bid Evaluation				
	Criteria	Weight	Rating Scale	Points Total
A	Cost/Pricing	30 Points	1 2 3 4 5	
B.	Implementation Plan & Schedule	20 Points	1 2 3 4 5	
C.	Overall Proposal	10 Points	1 2 3 4 5	

Note: Points Total for each criteria is equal to Weight multiplied by Rating Number. Evaluation total is equal to sum of Points Totals for each criteria, 300 is maximum highest score

5.3 Evaluation

Proposals will be distributed to designated members of the Facilities Management Department for evaluation utilizing the criteria set forth above.

5.4 Contract Discussions

Upon approval by the committee, the Madison County Government shall enter into contract discussions with the Successful Vendor. If the terms and conditions of a contract cannot be successfully established within a reasonable amount of time (as determined by the Madison County Government), then contract discussions will be terminated and contract discussions with the next highest-ranking Vendor will commence. Negotiations shall continue at the sole option of the Madison County Government until a contract is signed and approved or all proposals are rejected and the RFP is withdrawn.

5.5 Notice of Award

All vendors submitting a response to this RFP will be notified in writing of the award of a contract if and when an award is made. If no award is made, all vendors will be notified accordingly. For the purposes of this RFP, an award shall be deemed to have been made upon the completion of contract negotiations.

6 Proposal Response

6.1 Documents to Be Submitted

All questions contained in this RFP must be answered. Failure by a vendor to answer all questions may result in the proposal being rejected. Proposer's Proposal will not be considered responsive unless it fully complies with the requirements in this Section.

Specifically, the Proposer's Proposal shall include each of the sections referenced in the table below. The preferred method of submittal is in a binder with tabbed sections. The requirements for each of these Proposal sections are described in more detail in this Section.

Section 1 – Cover Letter
Section 2 – Methodology / Response to Requirements
Section 3 – Pricing

6.2 Cover Letter

Proposer's Proposal shall contain a cover letter acknowledging Proposer's understanding of the RFP process and requirements set forth in this RFP, including its commitment to its Proposal. The cover letter shall be signed by an authorized representative of Proposer's company.

Provide agency's name, address, web address, telephone and fax numbers. Please include name, title and e-mail address of the individual who will serve as agency's primary contact. Describe your agency's ownership.

6.3 Methodology / Response to Requirement

Proposal should include the methodologies to be used to specifically address the requirements specified in Section 4.

6.4 Pricing

Madison County Government prefers a firm quote on the Sound Masking and Acoustic Treatments. Given that statement, we also want to ensure a competitive bid from each potential vendor.

Provide detailed pricing information for the proposed solution. Include list prices and discounted prices. Break pricing down by project section if appropriate.

7 Submission Format and Delivery Requirements

7.1 Proposal Response Delivery

Proposer shall submit a **sealed** packet marked "Sound Masking and Acoustic Treatments". Contained in the sealed packet, one (1) original (clearly marked on the outside of the binder as "ORIGINAL"), four (4) complete printed copies, on or before the date specified in Section 2.2, to the addressee provided below:

Mail, courier service, or hand deliver:

Madison County Government
157 N Main St, Suite 59
Edwardsville, IL 62025

The label should identify the contents as:

Your company name and address

RFP Title

7.2 Date and Hour of Submission

Response must be received on or before April 8, 2024 at 10:00 am. Any proposal that has not been received at the above address by 10:00 am on April 8, 2024 shall be disqualified from further consideration. Sealed bids will then be publicly opened and

read aloud at 10:15 A.M. in the County Board Committee Meeting Room which is located on the first level of the Administration Building in Suite 145.

7.3 Acceptance or Rejection of Submissions

The Madison County Government reserves the right to reject any or all proposals, to waive technicalities or irregularities and to accept any proposal it determines to be in the Madison County Government best interest. The acceptance of any proposal submission shall not in any way cause the County to incur any liability or obligation to vendor, financial or otherwise. The Madison County Government may cancel the RFP in whole or part without making any award at its sole discretion, without any liability being incurred by the Madison County Government to any vendor for any expense, cost, loss or damage incurred or suffered by the vendor as a result of such withdrawal.

7.4 Costs for Document Development

Costs for developing the response to this RFP are entirely the responsibility of the proposing party and shall not be chargeable in any manner to the Madison County Government. All Vendors agree to provide all such additional information as, and when, requested at their own expense. No vendor supplying such information shall be allowed to change the pricing or other cost quotations originally submitted.

7.5 Proposal Validity

A proposal submitted in response to this RFP is irrevocable for 90 days from the date of submission. The Madison County Government reserves the right to withdraw a bid acceptance at any time if in the opinion of the Madison County Government the vendor is unwilling or unable to enter into a form of contract satisfactory to the Madison County Government. Acceptance will be defined as the Madison County Government selecting you as our provider of service for the intent of negotiating a contract for services.

7.6 Contract Evaluation and Award

The Madison County Government reserves the right to execute any of the following options:

- Issue no contract award for any of the services described within this RFP.
- Award all services to one vendor.
- Issue contract awards for any combination of services and vendor, either all of part of the business as the Madison County Government sees fit.
- The Madison County Government is not obligated to accept the lowest price or most technologically advanced proposal.

The Madison County Government has no obligation to reveal the basis for contract award or to provide any information to vendors relative to the evaluation or decision-making process. All participating vendors will be notified promptly of bid acceptance or rejection.

7.7 Contract Negotiation and Execution

It is the intent of the Madison County Government that after the successful vendor has been selected, the Madison County Government and the selected vendor will enter into contract negotiations containing all terms and conditions of the proposed service. Any acceptance of a proposal is contingent upon the execution of a written contract and the Madison County Government shall not be contractually bound to any bidder prior to the execution of such written contractual agreement. The contents of the bid submitted shall become part of the contractual obligation and incorporated by reference into the ensuing contract. The contract with a successful vendor will include penalties for non-performance and failure to meet the proposal implementation schedule.

Contract execution is contingent upon approval by the Madison County Board.

7.8 Proposal Submission Certification

By submitting a proposal, vendor certifies that he or she has carefully examined all the documents for the project and has carefully and thoroughly reviewed this RFP, and understands the nature and scope of the work to be done and the terms and conditions thereof. The vendor further agrees that the performance time specified is a reasonable time.

7.9 Insurance Requirements

The acceptance of a bid proposal is contingent on vendor providing satisfactory proof that the vendor has adequate insurance coverage. It is in the Madison County Government sole discretion the amount of insurance coverage required for the period of work under this contract. Further details regarding insurance may be found in the attached documentation.

16. The bidder, shall hold the County, its officers, agents, and employees harmless from liability of any nature or kind on account of Use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this bid call.
17. Successful bidder is specifically denied the right of using in any form or medium the name of Madison County for public advertising unless express permission is granted by the County.
18. The authorized committee(s) for the County reserves the right to reject any or all bids, or any part thereof, or to accept any bid or part thereof, or to waive any informalities in any bid, deemed to be in the best interest of the County.
19. Madison County shall not award contracts to businesses owing delinquent taxes to Madison County at the time bids are awarded.
20. Bidder is expected to be an "Equal Opportunity Employer" as required by Article III, Rules III, Fair Employment Practices Commission.
21. All Specifications and Instructions to Bidders must be clearly answered and stated in definite terms.
22. Sealed bids will be received until **10:00 a.m.**, then publicly opened and read aloud at **10:15 a.m. Monday, April 8, 2024** in the Board Committee Room which is located on the first level of the Administration Building in Suite 145.

BIDDERS ARE WELCOME TO ATTEND THIS MEETING.

23. If any additional information is needed contact:

Madison County Administrative Services
supportservices@madisoncountyl.gov

24. Successful bidder cannot make delivery of successful material and/or services as specified until contract has been properly signed By the Madison County Board Chairman and the successful vendor.
25. Sealed bids received after designated time will be considered "**NO BID**" and as "**VOID**".
26. By not complying with all phases of the Specifications and Instructions to Bidders, may cause the bid to be automatically rejected.
27. Bidder must comply with the "Preference to Citizens" (Illinois) on "Public Works Project Act", and the wages of employees or public works (Prevailing Wage Act), and bidder agrees to execute a Project Agreement and to submit an acknowledgement with bid documents (copy attached).
SHALL BE RESPONSIBILITY OF BIDDER TO VERIFY PREVAILING WAGE SCHEDULE.
28. Bidder should state where applicable that the firm is licensed to do business in the State of Illinois. (Out of state firms should satisfy all licensing requirements as required by the State of Illinois, failure to meet appropriate state licensing and statutory regulations can result in the contract to be entered into regarded as voidable).
29. Successful bidder shall hold the County, its Officers, Agents, and Employees, harmless from liability of any nature or kind, and shall sign and file with the County the attached "Hold Harmless and Indemnity Clause".

This form must be submitted to the County at the same time the contractor files his Performance Bond and Labor/Material Payment Bond.

30. Successful bidder, should the job be done, will be required to provide certificates of insurance naming Madison County Government as additional insured and indicating the following coverage in the amount of one million dollars (\$1,000,000) for each category of coverage except as noted herein:
 1. Liability Insurance
 - Commercial General Liability
 - Products Completed Operations Liability
 - Contractual Liability
 - Comprehensive Automobile Liability
 2. Worker's Compensation & Employers' Liability \$500,000.

3. **Cyber Liability Insurance** – Coverage against the Vendor’s legal obligation to pay damage related to a cyber security event. Coverage would include Third-party Liability coverage as well as coverage for Privacy Response expenses and Regulatory proceedings and penalties expenses. The minimum accepted for liability shall be \$1,000,000 each occurrence.

If the contractor should use any subcontractor, the contractor shall include all subcontractors as insured under its policies, or shall furnish to Madison County separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements of the contractor.

Bidder shall submit, along with his bid, a copy of his current “Certificate of Insurance”.

31. Madison County does not discriminate against the disabled in either their employment practices or the services they provide.
32. With request for payment, in triplicate, the bidder shall furnish a Contractor’s Affidavit/Waiver of Lien from all parties Concerned. Failure to supply Waiver of Lien or evidence of payment of all current accounts will be considered grounds for withholding partial payment and failure to supply Waiver of Liens for the entire job on completion will be grounds for withholding final payment.
33. Bids MUST be submitted on attached bid forms.

4/4/06

ACORD # CERTIFICATE OF INSURANCE							DATE(MM/DD/YY)
PRODUCER				THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
INSURED Sample Certificate				COMPANIES AFFORDING COVERAGE			
				COMPANY A			
				COMPANY B			
				COMPANY C			
				COMPANY D			
COVERAGES							
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. limits SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
CO LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT <input checked="" type="checkbox"/> Policy <input type="checkbox"/> Loc <input type="checkbox"/> Project <input type="checkbox"/> Other	x	x				GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COM/OP AGG \$ 2,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTO _____	x					COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE
	GARAGE LIABILITY _____						AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGATE
A	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL.		x				<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 500,000 EL DISEASE - POLICY LIMIT \$ 500,000 EL DISEASE - EMPLOYEE \$ 500,000
A	OTHER Cyberliability	x					EACH OCCURRENCE & AGGREGATE \$1,000,000 each
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS -							
Madison County Government is named as additional insured for all liability policies. All coverage afforded to the additional insured(s) under this policy shall be on a primary basis. If additional insured(s) other insurance, which is applicable to the loss, such insurance will be on an excess basis. The amount of the company's liability under the policy shall not be reduced by the existence of such insurance. Waiver of subrogation in favor of the additional insured(s) applies to all liability policies and workers compensation. Insurance carriers are to provide Madison County Government at least 30 days notice prior to cancellation of any policy.							
CERTIFICATE HOLDER							
Madison County Government 157 N Main St, Suite 154 Edwardsville, IL 62025					SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.		
AUTHORIZED REPRESENTATIVE						5/1/2023	
ACORD 25-S (3/93)							
ACORD CORPORATION 1993							

Tier 1 - Vendor Agreement
(As it applies to insurance coverage)

Business Name: _____

Address: _____

Phone/Fax/Email: _____

Before commencing work for **Madison County Government** all vendors agree to the following hold harmless agreement:

“To the fullest extent permitted by law, the vendor shall indemnify and hold harmless the Owner, contractor, architect, Architect consultants, and agents and employees of any of the previously mentioned from and against claims, damages, losses and expenses, including but not limited to attorney’s fees, arising out of or resulting from performance of the vendors work, provided that any such claim damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself), but only to the extent caused by negligent acts or omissions by the vendor, the vendors subcontractor’s, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim damage loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce other rights or obligations of Indemnity which would otherwise exist which as to a party or person described in this paragraph.”

Vendor also agrees to supply **Madison County Government** with a current certificate of insurance verifying the following:

- Workers Compensation: Statutory limits, including Employers liability of \$500,000 each accident, \$500,000 policy limit for disease, \$500,000 each employee for disease. **Waiver of Subrogation** in favor of **Madison County Government** must be included. Workers Compensation must be provided for all persons performing work at the jobsite, including but not limited to any principles, officers, employees of the vendor, sole proprietors, subcontractors, and sub-subcontractors. If owners, principles, officers or sole proprietors choose to exclude themselves from workers compensation, they agree they shall not, at any time, or in any way, seek such benefits, or any recompense, from Madison County Government for any on-the job related injury arising out of the work covered or contemplated by this Vendor Agreement.
- Commercial General Liability (including Bodily injury and property damage, completed operations, broad form property damage, contractual liability, for the obligation of vendor to Indemnify Madison County Government under the agreement, and per jobsite aggregate. Minimum limits of \$1,000,000 per occurrence, \$2,000,000 general aggregate. **Additional Insured and Waiver of Subrogation** in favor of **Madison County Government** must be included.
- Commercial Automobile Liability minimum limits of \$1,000,000 combined single limit. Additional insured and waiver of subrogation must to be included.

- Vendor to name Madison County Government (and others if requested) as additional insured's (form CG2010 11/85 or CG2010 07/04 **and** CG2037 07/04) include both work in process (ongoing operations) and completed work (completed operations). If insurance company specific forms replace the forms mentioned above, the additional insured form **MUST** be forwarded and approved prior to commencing work.
- All coverage afforded to the additional insured under this policy shall be **primary** insurance. If the additional insured has other insurance, which is applicable to the loss, such other insurance shall be on an excess basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
- If work of a professional nature is to be performed, professional liability (Errors and Omissions) must be shown at a limit of no less than \$1,000,000 per occurrence and \$1,000,000 aggregate. Madison County Government must be named as additional insured to this policy.
- If your work will require that you have access to any computer hardware or systems, cyber liability must be shown at a limit of no less than \$1,000,000 per occurrence and \$1,000,000 aggregate. Madison County Government must be named as additional insured to this policy.
- Limits of insurance are non-negotiable.
- Insurance must remain in place and be effective for no less than two years after project completion.
- Insurance Company(s) must be financially stable, rating of A-/VII or better, per A.M. Best Guidelines.
- This agreement shall not, in any way, affect Madison County Government's responsibility to perform the underlying contractual obligations to which this Vendor Agreement applies, within industry standards and workmanship-like manner.

Name & Title

Signature

Date

Please send the signed copy of this document and a certificate of insurance to:
sjperjak@madisoncountyl.gov

**HOLD HARMLESS AND
INDEMNIFICATION AGREEMENT**

Contractor shall indemnify, defend and save Harmless Madison County from and against any and all claims, debts, damages, judgements, awards, losses, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature to the extent caused or occasioned by, or contributed to by the negligence of Contractor or anyone acting under its direction or control or on its behalf in connection with or incidental to any contracts between the contractor and Madison County. All questions involving contributory acts, omissions, fault, or negligence of Madison County with Contractor will be determined in accordance with applicable law. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons, including agents and employees of Madison County, Contractor, other contractors and subcontractors and damage to any real or personal property, including property of Madison County, Contractor, other contractors and subcontractors. Contractor will, on request and at its expense, defend any action, suit or proceedings arising hereunder and shall reimburse and pay Madison County for any loss, cost, damage or expenses (including legal fees) suffered by it hereunder consistent with subcontractor's indemnity obligation hereunder. Such obligation shall not be construed to negate, or abridge or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person described in this Clause. In no event shall Contractor be liable for and Contractor expressly disclaims any liability for any incidental or consequential damages no matter under what theory or facts advanced.

In any and all claims against Madison County by any employees of Contractor, anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, the indemnification obligation under this Clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under worker's or workmen's compensation acts, disability benefits acts or other employee benefit acts.

If, for any reason during the performance of the above stated contract, Contractor rents, leases or uses equipment of Madison County, Contractor shall indemnify, defend and hold harmless Madison County (including its officers, agents, and employees from any loss (including costs and attorney's fees) or damage caused by that equipment. Furthermore, Contractor shall be liable to Madison County for any loss or damage to that equipment.

This agreement shall specifically not require Contractor to indemnify Madison County from Madison County's own alleged negligence in violation of Chapter 740 ILCS 35/1.

This Hold Harmless and Indemnification Agreement shall apply to all contracts between the Contractor and Madison County.

Dated: _____

Authorized Representative

Contractor Name

Address

City/State/Zip Code

Telephone Number